

SD

**Circuit Court of the United States.
Of the Eastern District of Pennsylvania District Court**

12 3208**PLAINTIFF:**

) Case No.:

Albert Upshur, esq.

)

Executor/Fiduciary

)

Per the Laws of the Land of America

The Original CREDITOR.

)

vs.

)

INITIAL FILING**DEFENDANT(s):**

)

under

COURT OF COMMON PLEAS OF

)

Right of Action

DAUPHIN COUNTY, GOVERNOR and

)

Right of Discussion

former ATTORNEY GENERAL TOM

)

Right of Relief

CORBETT and JUDGE JOSEPH H.

)

KLEINFELTER and LAVON A. POSTELLE)

and ROBERT J. MONTAGUE and JUDGE)

ANDREW H. DOWLING and CO-

)

COUNSEL-SAVATORE CUCINOTTA and)

COUNSEL JAMES ANTHONY)

LEMMENDOLA and JAMES C.)

COSTOPOULOS and JUDGE LAWRENCE)

F. CLARK JR. and JUDGE BRUCE F.)

BRATTON and JUDGE JOHN F. CHERRY)

and SHERIFF GARY A. BRANCH and)

PUBLIC DEFENDER PAUL WATSON)

MULLER and WILLIAM E. CONWAY and)

RICHARD A. LEWIS and MARK A.)

GASPICH and AGENT JESSE FREER as the)

ORIGINAL and PRINCIPAL DEBTOR,)

Federal Reserve System)

AND)

UNITED STATES corporation

)

1 **Per the Laws of the Land of America and under the following:**

2 The **Plaintiff** now brings forth the following **Rights** to be Settled per the **Law**. As several
3 different corporate personal both commercial and governmental have been acting as QUASI
4 TRUSTEES. (A person who reaps a benefit from a breach of trust, and so becomes answerable as a
trustee. Lewin, Trusts, (4th Ed.) 592, 638.)

5 **RIGHT OF ACTION.** The right to bring suit; a legal right to maintain an action, growing out of
a given transaction or state of facts and based thereon.

6 **RIGHT OF DISCUSSION:** The right which the cautioner (surety) *the Soul as the vested*
7 *individual over our individual American and State combined Fide Commissary account]* has to
8 insist that the creditor [*the Artificial Person, Albert Upshur, esq.* shall do his best to compel the
9 performance of the contract by the **principal debtor COURT OF COMMON PLEAS OF**
DAUPHIN COUNTY; Federal Reserve System and the UNITED STATES corporation., before
he shall be called upon.

10 The Defendants have failed to supply the Plaintiff with the Required IRS forms in order to
11 properly address and settle any Tax related issues that the IRS is accusing the Plaintiff of.

12 **THEREBY THE COURT IS ORDERED TO HAVE THE FOLLOWING**
13 **PERFORMED under the following:**

14 **RIGHT OF RELIEF.** The right of a cautioner (surety) [*the Soul as the vested individual over*
15 *our individual American and State combined Fide Commissary account]* to demand
16 reimbursement from the [**principal debtor COURT OF COMMON PLEAS OF DAUPHIN**
COUNTY; Federal Reserve System and the UNITED STATE corporation as they are to be the
17 **real Tax Payer.**] when he has been compelled to pay the debt.

- 18 1. The Required Forms are the IRS **1099-B** and **1099-C** and they are to be submitted to
19 the IRS along with the required Taxes and the Plaintiff is to be given his copy so he
can complete his Tax filings to get his Returns.
- 20 2. IF the initial Wagering Contract is over the three (3) settlement period than all Liens
21 are to be removed and the **Full Paid Contract** and/or **Title** are to be returned to the
Plaintiff under the **RIGHT OF POSSESSION** and the **RIGHT OF PROPERTY**.
- 22 3. The Defendants are also to make the Following compensation to the Plaintiff, based
23 upon their false claims which originated from their own neglected actions.
 - 24 • All Court Cost that have been required of the Plaintiff.
 - 25 • Compensation for any and all harm (lost time, libel and slander) caused to the
26 Plaintiff up to the full amount of their corporate Protection Bond.
 - IF any physical harm was caused, then that is additional compensation that has to
be addressed by attached **LEGAL NOTICE and DEMAND**.

☒ CORRECTED (if checked)

LENDER'S name, street address, city, state, ZIP code, and telephone no. ALBERT UPSHUR 1423 FITZWATER STREET PHILADELPHIA, PA 19146		OMB No. 1545-0877 2012 Form 1099-A
LENDER'S federal identification number 18 2524946	BORROWER'S identification number 72-0564834	1 Date of lender's acquisition or knowledge of abandonment 03-27-2012
BORROWER'S name DEPARTMENT OF JUSTICE DAUPHIN COUNTY COURTHOUSE COURT OF COMMON PLEAS DAUPHIN COUNTY Street address (including apt. no.) 101 MARKET STREET City, state, and ZIP code HARRISBURG, PA 17101		2 Balance of principal outstanding \$
Account number (see instructions) CP22CR0002863-2008		3 4 Fair market value of property \$
		5 If checked, the borrower was personally liable for repayment of the debt <input type="checkbox"/>
		6 Description of property CP22CR0002863-2008

Form **1099-A**

(keep for your records)

Department of the Treasury - Internal Revenue Service

Acquisition or Abandonment of Secured Property**Copy B****For Borrower**

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.

☐ CORRECTED (if checked)

CREDITOR'S name, street address, city, state, ZIP code, and telephone no. ALBERT UPSHUR 1423 FITZWATER STREET PHILADELPHIA, PA 19146		OMB No. 1545-1424 2012 Form 1099-C
CREDITOR'S federal identification number 18 2524946	DEBTOR'S identification number 72-0564834	1 Date of identifiable event 05-29-2009
DEBTOR'S name DEPARTMENT OF JUSTICE DAUPHIN COUNTY COURTHOUSE COURT OF COMMON PLEAS DAUPHIN COUNTY Street address (including apt. no.) 101 MARKET STREET City, state, and ZIP code HARRISBURG, PA 17101		2 Amount of debt discharged \$
Account number (see instructions) CP22CR0002863-2008		3 Interest if included in box 2 \$
		4 Debt description CP22CR0002863-2008
		5 If checked, the debtor was personally liable for repayment of the debt <input type="checkbox"/>
		6 Identifiable event code
		7 Fair market value of property \$

Form **1099-C**

(keep for your records)

Department of the Treasury - Internal Revenue Service

Cancellation of Debt**Copy B****For Debtor**

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.

Form 56 (Rev. December 2007) Department of the Treasury Internal Revenue Service	Notice Concerning Fiduciary Relationship (Internal Revenue Code sections 6036 and 6903)	OMB No. 1545-0013
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Part I Identification

Name of person for whom you are acting (as shown on the tax return)	Identifying number	Decedent's social security no.
ALBERT UPSHUR (the Quasi US-SS citizen)	182-52-4846	...

Address of person for whom you are acting (number, street, and room or suite no.)

1423 FITZWATER STREET

City or town, state, and ZIP code (If a foreign address, see instructions.)

PHILA, PA 19146

Fiduciary's name

Albert W. Upshur, esq.

Address of fiduciary (number, street, and room or suite no.)

c/o 6005 Media Street

City or town, state, and ZIP code	Telephone number (optional)
Philadelphia, Pennsylvania 19151	(267) 601-5852

Part II Authority

1 Authority for fiduciary relationship. Check applicable box:

a(1) ☐ Will and codicils or court order appointing fiduciary (2) Date of death

b(1) ☐ Court order appointing fiduciary (2) Date (see instructions)

c ☒ Valid trust instrument and amendments 07-26-1977 "Assignment Date"

d ☒ Other. Describe ► Fiduciary, also known as Executor of the "ALBERT UPSHUR" US-Social Security Trust
under the above control number over the Albert Upshur Federal and State Wide Commissaries and it is only a "dry" processing trust

Part III Nature of Liability and Tax Notices

2 Type of tax (estate, gift, generation-skipping transfer, income, excise, etc.) ► All

3 Federal tax form number (706, 1040, 1041, 1120, etc.) ► All

4 Year(s) or period(s) (if estate tax, date of death) ► All

5 If the fiduciary listed in Part I is the person to whom notices and other written communications should be sent for all items described on lines 2, 3, and 4, check here ☐

6 If the fiduciary listed in Part I is the person to whom notices and other written communications should be sent for some (but not all) of the items described on lines 2, 3, and 4, check here ► ☐ and list the applicable federal tax form number and the year(s) or period(s) applicable

Part IV Revocation or Termination of Notice

Section A—Total Revocation or Termination

7 Check this box if you are revoking or terminating all prior notices concerning fiduciary relationships on file with the Internal Revenue Service for the same tax matters and years or periods covered by this notice concerning fiduciary relationship ☐

Reason for termination of fiduciary relationship. Check applicable box:

a ☐ Court order revoking fiduciary authority

b ☐ Certificate of dissolution or termination of a business entity

c ☐ Other. Describe ►

Section B—Partial Revocation

8a Check this box if you are revoking earlier notices concerning fiduciary relationships on file with the Internal Revenue Service for the same tax matters and years or periods covered by this notice concerning fiduciary relationship ☐

b Specify to whom granted, date, and address, including ZIP code.

►

Section C—Substitute Fiduciary

9 Check this box if a new fiduciary or fiduciaries have been or will be substituted for the revoking or terminating fiduciary and specify the name(s) and address(es), including ZIP code(s), of the new fiduciary(ies) ☒

► Chief Justice J. Curtis Joyner

601 MARKET STREET, Philadelphia, Pennsylvania 19106

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”. DEFINITIONS

International Registered Private Tracking Number – RB226011465US

WASHINGTON UCC File Number - 2009-091-5735-9

I, Alvida Gonzales, a Notary Public, do certify that on 4-5-11,
I carefully compared the attached copy of AFFIDAVIT OF
PUBLIC NOTICES with the original. It is a complete and true
Copy of the original document.



COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

ALVIDA GONZALES, Notary Public
City of Philadelphia, Phila. County

My Commission Expires February 12, 2014

ATTENTION! AND WARNING!
THIS IS A LEGAL NOTICE AND DEMAND

FIAT JUSTITIA, RUAT COELUM FIAT JUSTITIA, RUAT COELUM
(Let right be done, though the heavens should fall)

NON WAR POWERS
ACT FLAG

To: All State, Federal and International Public Officials, by and through
WASHINGTON SECRETARY OF STATE SAM REED
TAKE NOTICE IGNORANCE OF THE LAW IS NO EXCUSE!
THIS IS A CONTRACT IN ADMIRALTY JURISDICTION

Take a moment to read this before you proceed any further!

I do not wish to speak to you under any circumstances excluding federal judicial review!

THIS TITLE IS FOR YOUR PROTECTION!

(1) I, One Albert-William Upshur, [Freeman] the undersigned herein requests anything you say to me you present in writing signed under penalty of perjury required by your law as shown in this instrument. **Notice to Agent is Notice to Principal. Notice to Principal is notice to Agent.** Attachments are included and are part of this contract.

(2) This notice is in nature of a Miranda Warning. Take due heed of contents. If, for any reason, you do not understand any of these statements or warnings, it is incumbent upon you to summon a superior officer, special prosecutor or federal judge, or other competent legal counsel, to immediately explain to you the significance of this presentment as per your duties and obligations in respect to this private formal notarized “registered” Statute Staple Securities Instrument. As per Title 11 USC 501(a), 502(a), 11 USC 7001, 7013, and Federal Rules of Civil Procedure Sections 8-A, and 13-A the presumptions that I Albert-William Upshur am a debtor to the “UNITED STATES” or any of its agencies, or sub-corporations is forever rebutted, by this contract.

Alvida Gonzales
NOTARY PUBLIC-PRINT NAME

NOTARY-PUBLIC SIGNATURE

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

STATES” or any of its agencies, or sub-corporations is forever rebutted, by this contract.

(5) The party now tendering this legally binding "NOTICE and DEMAND" in hand is not a surety under your jurisdiction, or a subject under your corporate veil "color of law venue", being acknowledged by silence and acquiescence of SAM REED respectfully WASHINGTON SECRETARY OF STATE, also but not limited to any public officer(s), agent(s), contractor(s), assign(s), employee(s), and subsidiaries of your office, regarding the

idem.

OF PENNSYLVANIA State Land and/or Public Notices in County Paper of Records of united States of America COUNTY, BUCKS COUNTY, DELAWARE COUNTY, BERKS COUNTY Counties, further to all COMMONWEALTH Records and Books from "Register of Deeds Offices" from but not limited to PHILADELPHIA COUNTY, DAUPHINE "registered mail" to STATE OF WASHINGTON SECRETARY OF STATE. Hence recorded pages upon Liber court and United States Court of International Trade. Now being a matter of public record, tendered by way of of America, nonetheless carrying with me exclusive original sovereign jurisdiction and venue having one supreme STATES; or to any de facto compact (Corporate) commercial states contracting therein; Only to the united States fact; not a 14th amendment citizen or surety within; or subject for; or allegiance to; your corporate UNITED (4) The undersigned tendering this document is a Private People of Posterity; a Sovereign Personam Sojourn; by

now and forever rebutted.

undersigned, am a "Corporate Fiction" or "Legal Entity" and under your corporate "UNITED STATES" jurisdiction are complete tacit agreement with all statements and warnings contained herein. Your presumptions that I, the or in any venue and/or jurisdiction. Your Failure to timely rebut the statements and warnings herein constitute your or criminal or other, against me, and whether in this county, state, region, area, country, corporation, or federal zone representatives, contractors, agencies, or any such entity or person that may bring any type of action, whether civil enforcement officers including local, state, federal, international, multi-jurisdictional, or any and all officers, the public record is charged to distribute this to any and all responsible parties, i.e., officers of the court, and/or law penalties of the law including perjury. This document will be on file in the public record; and the clerk in charge of authenticated documents of the laws that rebut these presumptions point by point. On and For the Record under of the Public Record, to respond and rebut the presumptions of this contract by submitting to me signed, certified, matter(s) as described herein. You have Thirty (30) days, from the date that this document is received by the Clerk covert actions, or the action(s) of any of your fellow (public) officers and agents in this or any other relevant monetary damages, as indicated herein, that I incur by any adversely affecting injury(s) caused by your overt, or (3) Your failure to timely do so leaves you in the position of accepting full responsibility for any and all liabilities for

PAGE TWO LEGAL NOTICE AND DEMAND

LEGAL NOTICE AND DEMAND - ATTACHMENT "B", DEFINITIONS

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

STATE, also but not limited to any public officer(s), agent(s), contractor(s), assign(s), employee(s), and subsidiaries of your office, regarding the undersigned's "NOTICE and DEMAND" tendered by registered mail with Liber book number and page affixed. (See front page.)

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

PAGE THREE LEGAL NOTICE AND DEMAND

(6) Which silence of Corporate Office “SECRETARY OF STATE” ratifies severance(s) of any nexus or relationship to de facto corporate commercial state office(s); being fraudulent conveyance by operating under “color of authority” upon affiant. Let this be known by undersigned’s “Good Faith (Oxford) Doctrine” to all men and women. I do not consent to *any* warrantless search(s), or searches that are not compliant with the “Constitution for the united States of America” and/or all of the Amendments of the Honorable “Bill of Rights” whether of my dwelling(s), car(s), landcraft, watercraft, aircraft, me, mine, current location, property, hotel room(s), apartment(s), business records, business, or my machinery, vehicles, equipment, supplies, buildings, grounds, land in my private possession or control, past, present, and future, now and forevermore, so help you God.

(7) By this record let it be known that I do not at *any* time waive *any* rights or protections, as acknowledged by the aforementioned Constitution and/or Honorable Bill of Rights, nonetheless, demanding that you protect these as you swore an oath to do so. I accept your lawfully required “Oath of Office,” Bond(s) of any type, insurance policies, and property of any type for my protection and making whole. Furthermore, should you witness *any* (public) officer(s) at this time, or *any* time past, present, or future violate *any* of my rights or protections, it is your sworn duty (of oath) to immediately arrest, or have them arrested. You are legally required to charge them as you should *any* law breaker, regardless of (superior) officer(s) title, rank, uniform, cloak, badge, position, stature, or office. Hence, or you shall be accountable for monetary gain from, but not limited to, your monetary liability, your corporate bond, compensatory costs, punitive procurements, and sanctioned by attorney attributions.

(8) NOTE: A true and correct notarized copy of this **Statute Staple Securities Instrument** is safely deposited in “Register of Deeds” Office in PHILADELPHIA COUNTY, COMMONWEALTH OF PENNSYLVANIA, and with several trusted friends accompanying sworn affidavits certifying my policy of presenting this security instrument to each and every (public) officer who approaches the undersigned violating my unalienable rights including, but not limited to, my right of liberty and free movement upon *any* common pathway of travel. I have a lawful right to travel, by whatever means, via land, sea or air, without *any* officer, agent, employee, attorney, or judge that in *any* manner willfully *causes* adverse affects or damages upon the undersigned by an arrest, detainment, restraint, or deprivation. I will be granted the status and treatment of a foreign Sovereign, a foreign diplomat, by all customs officials. This document or the deposited copy becomes an evidentiary document certified herein, as if now fully reproduced, should any court action be taken upon the undersigned as caused by *your act(s)* under color of law with you, your officers, and employees. Take note; you are now monetarily liable in your personal corporate capacity. Albert-William Upshear [Freeman], a sovereign, notwithstanding anything contrary, abides by all laws in

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

accord with the aforementioned “Bill of Rights” and applicable to Sovereigns, and wishes no harm to any man. You agree by your non-response to uphold my “Right to Travel”; or you must rebut my presumption by lawfully documented evidence in law On and For the Record, Under Oath and penalty of Perjury, within the Thirty (30) Days, as aforementioned in this Admiralty Contract. Definitions as they apply to this contract are enclosed in ATTACHMENT “B”, and are included as a legal part of this contract.

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

PAGE FOUR LEGAL NOTICE AND DEMAND

(9) BE WARNED, NOTICED, AND ADVISED that I rely upon, in addition to constitutional limits of the “Constitution for the United States of America” and/or the Honorable “Bill of Rights,” governmental authority, the rights and protections guaranteed under Uniform Commercial Code(s), common equity law, laws of admiralty, and commercial liens and levies pursuant, but not limited to, Title 42 (Civil Rights)

Title 18 U.S.C.A. (Criminal Codes), Title 28 U.S.C.A. (Civil Codes) and additional COMMONWEALTH OF PENNSYLVANIA constitution penal codes, in as much as they are in compliance with aforementioned Constitution and/or Bill of Rights.

There can be no violation of any of these laws unless there is a victim consisting of a natural flesh and blood man or woman who has been damaged. When there is no victim, there is no crime or law broken. Unless this is rebutted within the time limit contained herein, and the conditions of the rebuttal are met, you, or any representative in any capacity of any agency, government, corporation, or the like, agree to abide by this contract anytime you interact with me. The undersigned addresses the foregoing being of lawful majority age, clear head, and sound mind henceforth.

(10) Remember, you took a solemn binding oath to protect and defend the original Constitution for the United States of America (1776) adopted circa (1787). Violation(s) of said oath is perjury being a bad-faith doctrine by constructive treason and immoral dishonor infra ¶13, ¶14 & ¶15. I accept said Oath of Office that you have sworn to uphold. I declare that any and all presumptions that I am citizen, subject, resident, participant, legal entity, strawman, fiction, or any such thing, of any and all jurisdictions of the UNITED STATES OR ANY OF ITS SUBDIVISIONS, AGENCIES, ENTITIES, DEPARTMENTS, SUBSIDIARIES are now and forever rebutted. You may rebut my presumptions by submitting certified copies of lawful documents that have been certified by COMMONWEALTH OF PENNSYLVANIA states attorney while under oath and on the official record and under penalty of perjury and waiving all immunities from prosecution. You have Thirty (30) days to rebut my statements, as indicated herein, or my statements will stand as true, lawful, and legal in all of your courts, and/or hearings.

(11) This legal and timely notice, declaration, and demand is prima facie evidence of sufficient Notice of Grace. The terms and conditions of this presentment agreement are a quasi-contract under the Uniform Commercial Code and Fair Debt Collections Act as contained herein. They are not limited to the waiver on your part of *any* and *all* immunities that you may claim, should you in *any* way violate the undersigned or allow violation(s) by others. Your corporate commercial act(s) against me or mine and your failures to act on behalf of me or mine are ultra vires and injurious by willful and gross negligence.

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

injurious by willful and gross negligence.

(12) The liability is upon you, and/or your respondent superior, and upon others including any and all local, state, regional, federal, multijurisdictional, international, and/or corporate agencies, and/or persons of the foregoing, involved directly or indirectly with you via any nexus acting with you; and said liability shall be satisfied jointly and/or severally at my discretion. You are sworn to your Oath of Office, and I accept your Oath of Office and your responsibility to uphold the rights of me and mine at all times.

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

PAGE FIVE LEGAL NOTICE AND DEMAND

BILLING COSTS ASSESSED WITH LEVIES AND LIENS UPON VIOLATIONS SHALL BE:

(13) Unlawful Arrest, Illegal Arrest, or Restraint, or Distrainment, Trespassing/Trespass, without a lawful correct, and complete 4TH amendment warrant: \$2,000,000.00 (Two Million) US Dollars, per occurrence, per officer, or agent involved.

Excessive Bail, Fraudulent Bond, Cruel and Unusual Punishment, Violation of Right to Speedy Trial, Freedom of Speech, Conspiracy, Aid and Abetting, Racketeering, and or Abuse of Authority as per Title 18 U.S.C.A., ' 241 and ' 242, or definitions contained herein, encroachment: \$2,000,000.00 (Two Million) US Dollars, per occurrence, per officer, or agent involved.

Assault or Assault and Battery without Weapon: \$2,000,000.00 (Two Million) US Dollars, per occurrence, per officer, or agent involved.

Assault and Battery with Weapon: \$3,000,000.00 (Three Million) US Dollars, per occurrence, per officer, or agent involved.

Unfounded Accusations by officer of the court: \$2,000,000.00 (Two Million) US Dollars, per occurrence, per officer or agent involved.

(14) Denial and or Abuse of Due Process: \$2,000,000.00 (Two Million) US Dollars, per occurrence, per officer, or agent involved.

Obstruction of Justice: \$2,000,000.00 (Two Million) US Dollars, per occurrence, per officer or agent involved.

Unlawful Distrainment, Interstate Detainer, or False Imprisonment: \$5,000,000.00 (Five Million) US Dollars, per day, per occurrence, per officer, or agent involved, plus 18% annual interest.

Reckless Endangerment, Failure to Identify and/or present credentials and/or Failure to Charge within 48 (Forty-Eight) Hours after being detained: \$2,000,000.00 (Two Million) US Dollars per occurrence, per officer, or agent involved.

Counterfeiting Statute Staple Security Instruments: \$2,000,000.00 (Two Million) US Dollars per occurrence, per officer, or agent involved.

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(15) Unlawful Detention, or Incarceration: \$2,000,000.00 (Two Million) US Dollars per day, per occurrence, per officer, or agent involved.

Incarceration for Civil or Criminal Contempt of court without lawful, documented in law, and valid reason: \$2,000,000.00 (Two Million) US Dollars per day, per occurrence, per officer, or agent involved.

Disrespect by a Judge or Officer of the Court: \$2,000,000.00 (Two Million) US Dollars per occurrence, per officer, or agent involved.

Threat, Coercion, Deception, or Attempted Deception by any officer of the court: \$2,000,000.00 (Two Million) US Dollars per occurrence, per officer, or agent involved.

Unnecessary Restraint: \$2,000,000.00 (Two Million) US Dollars, per occurrence, per officer, or agent involved.

Refusal of Lawful Bailment as Provided by The aforementioned Constitution and/or Honorable “Bill of Rights”: \$2,000,000.00 (Two Million) US Dollars per day of confinement, to be prorated by the hour as per Trafficant vs. Florida, per occurrence, per officer, per agent involved.

Coercing or Attempted Coercing the Real Natural man to take responsibility for the Corporate Strawman against the Natural Man and Secured Party's Will: \$2,000,000.00 Two Million US Dollars per occurrence, per officer or agent involved. **The Placing of an Unlawful or Improper Lien Levy, Impoundments, or Garnishment** against any funds, bank accounts, savings, accounts, retirement funds, investment funds, social security funds, intellectual property, or any other property belonging to the Natural Man or Woman Secured Party by any agency as aforementioned herein: \$2,000,000.00 (Two Million) US Dollars per occurrence, and \$100,000.00 (One Hundred Thousand) US Dollars per day penalty until lien(s), levy(s), impoundment(s), and/or garnishment(s) are ended and all funds reimbursed, and all property returned in the same condition as it was when taken, with 18 % annual interest and my declared value of property.

Destruction, deprivation, concealment, defacing, alteration, or theft, of property, including buildings, structures, equipment, furniture, fixtures, and supplies belonging to the Natural Man and Secured Party will incur a penalty of total new replacement costs of property , as indicated by owner and secured party, including but not limited to purchase price and labor costs for locating, purchasing, packaging, shipping, handling, transportation, delivery, set up, assembly, installation, tips and fees, permits, replacement of computer information and data, computer hardware and software, computer supplies, office equipment and supplies, or any other legitimate fees and costs associated with total replacement of new items of the same type, like, kind, and/or quality, and quantity as affected items. The list and description of affected property will be provided by the owner and secured party

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

and will be accepted as complete, accurate, and uncontestable by the agency, or representative thereof that caused such action. In addition to the aforementioned cost, there will be a \$200,000.00 (Two Hundred Thousand) US Dollars per day penalty until property is restored in full, beginning on the first day after the incident, as provided by this contract.

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

PAGE SEVEN LEGAL NOTICE AND DEMAND

CAVEAT

(16) The aforementioned charges are billing costs deriving from, but not limited to, Uniform Commercial Code(s) and Fair Debt Collection Act and this contract. They shall be assessed against persons, government bodies, and corporate entities supra, or any combination(s) therein by collectively and individually ignoring my natural and/or civil rights as American by declaration. The aforementioned Honorable “Bill of Rights” and/or Constitution establishes jurisdiction for you in your normal course of business. All violations against me, the undersigned, will be assessed per occurrence, per officer, representative or agent, of any agency that is involved in any unlawful action against me, each individually.

(17) By your actions, you shall lack recourse for all claims of immunity in any forum. Your officers' knowing consent and admission of perpetrating known act(s) by your continued enterprise is a violation of my rights. This **Statute Staple Securities Instrument** protects my Article III court remedies including but not limited to Title 42 U.S.C.A, Title 18 U.S.C.A, and Title 28 U.S.C.A, exhausting all state maritime article I administrative jurisdiction(s), and Title 18 U.S.C. § 242.

IGNORANCE OF THE LAW IS NO EXCUSE!

(18) I, one Albert-William: Upshur, [Freeman], am the principal, and you are the agent! Fail not to adhere to your oath, lest you be called to answer before one God and one Supreme Court Exclusive Original Jurisdiction, which is the court of first and last resort, not excluding my “Good Faith Oxford Indoctrination” by my conclusive honorable “Bill of Rights.”

(19) This **Statute Staple Securities Instrument** is not set forth to threaten, delay, hinder, harass, or obstruct, but to protect guaranteed Rights and Protections assuring that at no time my Unalienable Rights are ever waived or taken from the undersigned against my will by threats, duress, coercion, fraud, or without my express written consent of waiver. None of the statements contained herein intend to threaten or cause any type of physical or other harm to anyone. The statements contained herein are to notice any persons, whether real or corporate, of their potential, personal, civil and criminal liability if and when they violate my Unalienable Rights as protected by the original constitution of (1776) adopted circa (1791) and/or “Bill of Rights.” A bona fide duplicate of this paperwork is safely archived with those who testify under oath that it is my standard policy to ALWAYS present this NOTICE to any public or private officer attempting to violate me and my rights. It is noted on the record that by implication of said presentment, this NOTICE has been tendered by way of registered mail to STATE OF WASHINGTON

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SECRETARY OF STATE SAM REED. This is prima facie evidence of your receipt and acceptance of this presentment in both your personal and individual capacity jointly and severally for each and all governmental political corporate bodies. Any other individuals who have been, are now being, or hereinafter, are involved in the instant action(s) or any future action(s) against me shall only correspond while signing under penalty of perjury pursuant but not limited to Title 28 U.S.C.A. §1746. This document is now on record in the Register of Deeds Office in PHILADELPHIA COUNTY, COMMONWEALTH OF PENNSYLVANIA *supra*.

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

PAGE EIGHT LEGAL NOTICE AND DEMAND

SUMMATION
SUMMATION

(20) Should you move against me in defiance of this presentment, there is no immunity from prosecution available to you, or any of your fellow (public) officers, who participate in any action(s) or any officials of government, judge, magistrate, district attorney, clerk or any other person who becomes involved in the instant action(s) or any future action(s) by way of aiding and abetting. Take due heed and govern yourself accordingly. Any or all documents tendered upon the undersigned party lacking bona-fide ink signatures or dates per title 18 U.S.C.A. § 513-514 are counterfeit security instrument(s) causing you to be liable in your corporate and individual capacity(s) by fraudulent conveyance now and forevermore. If and when you cause any injury and/or damages to the Natural Man or Woman Secured Party, by violating any of the rights, civil rights, privileges, or any terms herein, you agree to willingly, with no reservation of rights and defenses, at the written request of the Natural Man or Woman Secured Party, surrender, including, but not limited to, any and all bonds; public, and/or corporate insurance policies; CAFRA funds as needed to satisfy any and all claims as filed against you by the Natural Man or Woman Secured Party. This applies to any and all agents, or representatives, severally and individually, of the UNITED STATES or any of the Subdivisions thereof, as described herein.

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND
NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

(21) This document cannot be retracted by any employee, agent, representative, or officer of the court or any individuals excluding the foregoing named title holder on this “Registered Document” for one hundred years from date notarized on this legally binding Statute Staple Security Instrument as set forth by embossed gold seal. Attention: All Agents, Representatives, or Officers, or such as, of the UNITED STATES or its subdivisions including local, state, federal, and/or international or multinational governments, corporations, agencies, and the like: You have Thirty (30) days to rebut any portion or all of this document; or you stand in total agreement. Non response is agreement. Partial response is agreement. Rebuttal must be in written form with legal/lawful, verified, certified documentation in law, with copies of said law enclosed. Notice to Agent is Notice to Principal. Ignorance of the law is no excuse.

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

PAGE NINE LEGAL NOTICE AND DEMAND

(22) **Albeit** all other corporations not limited to: telephone companies, cable companies, utility companies, contractors, builders, maintenance personnel, investors, journeymen, inspectors, law enforcement officers, officers of the court, manufacturers, wholesalers retailers, and all others, including all persons are bound by all paragraphs, terms, and conditions herein regardless of nature of limited liability corporation(s) or affiliations as “DBA’s,” “AKA’s,” incorporations, or any types of businesses in commerce as deeded by this securities agreement and decree.

(23) **YOU ARE FINALLY NOTICED** having been given knowledge of the law and your personal financial liability in event of *any* violations of my rights and/or being. This **Statute Staple Securities Instrument** now in your hand constitutes timely and sufficient warning by good faith notice and grace. Addendums shall follow.

(24) Dated this 26 day of January, in the year of our Lord Two Thousand Nine

t. The aforementioned artifacts are presented under the **Good Faith Oxford Doctrine** being of Honor. I accept the Oath of Office of all officers of the Court, including but not limited to the clerk of court, all judges and attorneys from all jurisdictions, all law enforcement officers local, state, federal, international and all agents of the UNITED STATES or any subdivisions thereof.

(25) Any agent, law enforcement officer, employee, contractor, representative, or the like of the “UNITED STATES” or any of its subsidiaries or sub-corporations, **MAY NOT ENTER ANY PROPERTY AT WHICH I AM LOCATED, LEASE, OWN, or CONTROL, AT ANY TIME, FOR ANY REASON, WITHOUT MY EXPRESS WRITTEN PERMISSION.** Violation of this Notice will be considered criminal trespass and will be subject to a \$2,000,000.00 (Two Million) lawful US Silver dollar penalty plus damages, per violation, per violator.

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

PAGE TEN LEGAL NOTICE AND DEMAND

(26) Finally, Any and all lending institutions, brokerage firms, credit unions, depository institutions and insurance agencies, credit bureaus and their officers, agents, and employees therein now having been given knowledge of the law as per your own personal financial liability in event of any violations upon Albert-William Upshur's rights and/or being, this **Statute Staple Securities Instrument** constitutes timely and sufficient warning by Good Faith Notice of your liability regardless of your political affirmations. All penalties contained herein will be subject to a penalty increase of one million dollars per day, plus interest, while there is any unpaid balance for the first (30) days after Default of payment. This penalty will increase by 10% per each day until balance is paid in full, plus 18% annual interest, beginning on the thirty first (31st) day after Default of payment. All penalties in this document are assessed in lawful money and are to be paid in one troy ounce US Silver Dollars that are .999 pure silver or equivalent par value in legal tender or fiat paper money. Par value will be determined by the value established by a one troy ounce .999 pure silver coin at the US MINT, or by law, whichever is highest value at the time of the incident. Any dispute over the par value will be decided by the Secured Party, or his designee. All definitions in Attachment “B” are included as a part of this contract and will be applied as written herein. Any dispute of any definition will be the decision of the Secured Party.

UCC-1 Financial Statement (and/or UCC-3 Addendum thereto) shall follow with articles and attachments as set forth thereon. There is no contradiction of terms as written within confines of this title pursuant to the “Constitution for the United States of America.” If any contradiction is found, the meaning will be determined by the Secured Party.

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

PAGE ELEVEN LEGAL NOTICE AND DEMAND

LS: Albert-William: Upshur

Name: Albert-William: Upshur Secured Party Grantor

Country: The united States of America

All property belonging to the Debtor belongs to the Secured Party as listed on enclosed ATTACHMENT "A."

1423 Fitzwater Street 1425 Fitzwater Street

Philadelphia, Pennsylvania; near [19146] Philadelphia, Pennsylvania; near [19146]

Non Domestic without the US

Non Domestic without the US

749 S 19 Street 2142 McClellan Street

Philadelphia, Pennsylvania near [19146] Philadelphia, Pennsylvania near [19145]

Non Domestic without the US

Non Domestic without the US

LEGAL NOTICE AND DEMAND - ATTACHMENT "B", DEFINITIONS

PAGE TWELVE LEGAL NOTICE AND DEMAND

NOTICE PHILADELPHIA COUNTY REGISTER OF DEEDS CLERKS

(27) Pursuant to Title 18 U.S.C.A. § 2076 in applicable part: "Whoever, being a clerk (or supervisor) or employee of "UNITED STATES" charged with the duty of receiving securities or holding in trust securities on behalf of any person or makes a false report shall be fined \$5,000 or imprisoned ten years or both." As synonymous with correlating COMMONWEALTH OF PENNSYLVANIA compiled laws; COMMONWEALTH OF PENNSYLVANIA and federal civil procedure laws; COMMONWEALTH OF PENNSYLVANIA rules of court; and all other COMMONWEALTH OF PENNSYLVANIA codes and uniform commercial codes separate from Title 18 U.S.C.A. § 2076. Also Title 18 U.S.C.A. § 2071 (a) concealment by supervisors secretaries or clerk(s) verifies in part: "Whoever willfully and unlawfully conceals or attempts to do so" from any individual "shall be fined or imprisoned three years or both period." Simply Stated: All "Register of Deed Clerks" are liable for non-compliance to the text herein under due process and obstruction of justice as described herein. This agreement is valid at 12:00 noon on the day that it is recorded, unless and until rebutted as indicated herein, within Thirty (30) calendar days. After Thirty (30) calendar days you may not rebut this contract.

(28) SUBSCRIBED AND AFFIRMED: On this 26 day of January, 2009 AD before me appeared Albert-William: Upshur, known to me or proved to me on the basis of satisfactory evidence to be the man whose name is subscribed on this Statute Staple Securities Instrument. Witness my hand and official stamp signed sealed delivered by hand, or by private registered/ certified mail now and forever more; drafted by the above Secured Party Grantor with attached property description.

NS:

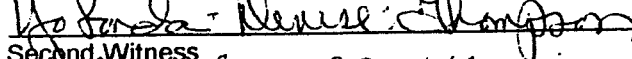


Signature of Notary Public

LS:

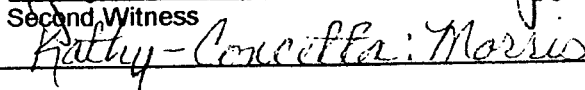
First Witness

LS:



Second Witness

LS:



18

NOTARY SEAL

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ALVIDA GONZALES, Notary Public
City of Philadelphia, Phila. County
My Commission Expires February 12, 2010

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

Third Witness

Attachments: Attachment A, Notice of Ownership

Attachment B, Definitions

Attachment C, WASHINGTON STATE UCC File Number 2009-091-5736-6

LEGAL NOTICE AND DEMAND

ATTACHMENT “A”, NOTICE OF OWNERSHIP

**ALL PROPERTY BELONGING TO THE DEBTOR BELONGS TO THE
SECURED PARTY INCLUDING BUT NOT LIMITED TO THE FOLLOWING:**

Private Register of Deeds Liber Number: 51930286

Private Creditor Treasury Account: 182524846

Private Depository Trust Account: 182524846

Private Invoice Number: AWU07261959

Private Address: c/o 1423 Fitzwater Street, Philadelphia, Pennsylvania; near [19146], Non Domestic
without the US

Public Residence: 1423 FITZWATER STREET, PHILADELPHIA, PENNSYLVANIA 19146

Public Debtor Treasury Account: 182-52-4846

Public Birth Certificate File Number: 1409140-1959 and COMMONWEALTH OF PENNSYLVANIA
/DEPARTMENT OF HEALTH

Privately Owned Certificate of Live Birth Number:

Public Operators License Not a Vessel: Drivers License # 19177885 and COMMONWEALTH OF
PENNSYLVANIA

Public Marriage License State Number: N/A This is optional information. If not applicable

Professional License: List by License Number / Type / COMMONWEALTH OF PENNSYLVANIA; If
applicable

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

ATTACHMENT “B,” DEFINITIONS

Unlawful Arrest: Means restricting a man or woman’s right to move about freely without the proper use of a lawful 4th amendment warrant signed by a judge of “Competent Jurisdiction” while under oath. This includes unnecessary use of restraint devices, traffic stops, raids, or any other type of interaction, when an officer is presented with and ignores a “Notice and Demand,” “Public Servants Questionnaire,” “Right to Travel” Documents, or other documents notifying the officer of the sovereign lawful rights of the Natural Man or Woman Secured Party, created by God, who is not to be confused with the Corporate Fiction “Strawman” which was created by the state. This includes arrest when a Natural Man or Woman Secured Party is incarcerated for refusing to sign any citation, arrest due to contempt of court when he or she is not violent or a physical threat to the court, arrest by Internal Revenue Service for failure to produce books, records, or other documents, arrest and refusal of Habeas Corpus, arrest for conspiracy of any kind without lawfully documented affidavits from at least three (3) eye witnesses, signed under oath and penalty of perjury.

Illegal Arrest: Means same as above item # 1, “Unlawful Arrest”.

Unlawful Detention: Means restraining a Natural Man or Woman Secured Party’s freedom of movement, and/or Right to Travel, against his will for more than sixty (60) seconds without a properly authorized lawful 4th amendment warrant signed by a judge of competent jurisdiction while under oath. This includes routine traffic stops, raids, random identification checks, security checks, only after the officer, Agent, or Representative has been notified by the Natural Man or Woman Secured Party of his status and after the officer has been given documents to prove said status, along with up to ten (10) minutes for officer to examine said documents.

Unlawful Distraint: Means seizure or taking of any property that is lawfully owned or in possession of the Natural Man or Woman Secured Party without proper probable cause, and/or due process, and lawful 4th amendment warrant. This includes any seizure by any officer, agent, representative, in any capacity, or relationship with the “UNITED STATES” or any of its agencies, contractors, subdivisions, subsidiaries, or the like.

Lawful 4th Amendment Warrant: Means a warrant that follows the provisions of the fourth amendment to the original “Constitution for the United States of America.” This warrant must not deter from the exact procedures as outlined by the Fourth Amendment.

Right to Speedy Trial: Means trial will commence within 90 days of the date of arrest.

Interstate Detainer: Means the same as unlawful detainer as when involving a Natural Man or Woman Secured Party and involving more than one agency or state of the corporation, or any representative, agent, or officer who has any agreement with, contract with, or permission to act on behalf of any municipal corporation of the “UNITED STATES” or any subsidiary or sub-corporation thereof.

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

Unlawful Restraint: Means any action by any officer, agent, representative, contractor, associate, officer of the court, or the like, to prevent, coerce, intimidate, hinder, or in any way limit the right of a Natural Man or Woman Secured Party from any type of freedom of legal/ lawful speech, travel, movement, action, gesture, writing, utterance, or enjoyment of any right or privilege that is commonly enjoyed by any member of the public, or any Sovereign.

Freedom of Speech: Means the right to speak open and plainly without the fear of reprisal. This includes the right of a Natural Man or Woman Secured Party to speak at hearings and trials, before magistrates, judges, officers of the court, agents, representatives, or the like, of the UNITED STATES. It also means that no attempt to suppress this right will be made by any officer of the court or of the “UNITED STATES” CORPORATION. No judge or officer of any court or tribunal will threaten contempt of court for free speech by any Natural Man or Woman Secured Party.

US Dollars: Means the currently recognized medium of exchange as used by the general public at the time of offense, at par value, equal to one ounce silver dollar equivalent per each dollar unit, as represented in a claim. All claims and damages will be paid at par value as indicated. Par value will be established by written law or the value established by the US MINT for the purchase of an official one troy ounce 99.999% Pure Silver Coin, whichever is higher at the time of the offense.

Obstruction of Justice: Means any attempt by any officer of the court or representative of any agency that represents the “UNITED STATES,” or any of its subdivisions, agencies, contractors, etc., to deprive, hinder, conceal, coerce, threaten a Natural Man or Woman Secured Party in an attempt to prevent his any and every opportunity to legally/lawfully defend him/herself by attempting to produce and file lawful documents, and or testimony, to agents, officers, judges, magistrates, the court, clerk of court, representatives, investigators, in order to settle any legal/lawful controversy. This also includes any attempt by a judge or officer of the court from hindering the Natural Man or Woman Secured Party from filing, admitting, presenting, discussing, questioning, or using any evidence, document, paper, photographs, audio and/or video recordings, or any other type of evidence that they desire to submit as evidence in any type of court proceeding. The determination of what is evidence and what will be admitted is to be solely determined by the Natural Man or Woman Secured Party. Any evidence will be tried on merits of the lawful content and validity. Any judge, or officer of the court who attempts to suppress or dismiss legal or lawful evidence will voluntarily surrender all bonds, insurance, property, corporate property, bank accounts, savings accounts, or any corporate property of value to the Natural Man or Woman Secured Party upon written demand and surrender all rights to and defenses against said property. This also includes evidence that is supported by case law. This includes attempts by any officer of the court from making motions, order such as Gag Orders or any other means of keeping information suppressed from the public or the official record. The determination of whether the acts of the court are an attempt to suppress evidence will be solely determined by the Natural Man and Secured Party. This also includes the provision as indicated in item # 18 “**Racketeering**”.

Excessive Bail: Means any amount of bail set at an unreasonable rate as per the 8th amendment of the Constitution for the United States of America. This also means bail in excess of the amount of the fine, penalty, or penal sum that is associated with the alleged crime committed. This also means that if a Natural Man or Woman Secured Party has lived in a community or has lived in one community or area for more than one year, provided that he has not

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

recently moved within a year, works a regular job, or is a member of or involved with a church group, civic group, community enterprise, or can produce at least two affidavits from members of his community or area stating that he is involved with his community, he cannot be held without bail as a flight risk, or a threat to society. If the Natural Man or Woman Secured Party can produce at least four (4) affidavits stating that he lives, works, and is involved in his community, or the prior community in which he lived, he must be released on his own recognizance without any bail required. This provision does not apply to anyone charged with rape, murder, or violent crimes against women, or children.

Cruel and Unusual Punishment: Means physical violence of any type or form that is used against a Natural Man or Woman Secured Party that causes visible physical injury, i.e., marks, scrapes, scratches, bruises, abrasion, avulsions, fractures, sprains, restraint marks, dislocations, punctures, cuts, loss of blood, loss of body fluids, or any other type of physical stress to the body; or any chemically induced altered mental state of the Natural Man or Woman Secured Party. This also includes any attempt to incarcerate, restrain, question, detain, withholding food when requested, withholding drink when requested, withholding medications as requested, withhold use of bathroom facilities and supplies when requested, withhold reading and writing materials, withholding communication with friends, family, legal counsel, and religious counsel, withholding proper clothing as needed for comfort, withholding blankets when requested, withholding hot and cold water for showers, withholding freedom when requested. This also includes ridicule, coercion, threats, verbal insults, rude and offensive language, veiled threats, or any other type of mental stress or anguish.

Conspiracy: Means the cooperation of two or more persons working together to, restrict, suppress, inhibit, or in any way deprive a Natural Man or Woman Secured Party of any right, benefit, or privilege that would ordinarily be offered by the Constitution for the United States of America, and/or the Bill of Rights, and/or to any member of the general American public, or to a Sovereign. This also includes the provisions in item # 18, “**Racketeering**”.

Victim: Means any Natural Man or Woman Secured Party who has received direct damages to themselves or their property as the result of an unlawful or illegal act by another.

Victimless Laws: Means any law that is passed or presumed to be passed that creates a violation of law where no Natural Man or Woman Secured Party has been damaged. This includes any statute, ordinance, regulation, policy, or color of law provision. These types of laws will not be used in any action, of any kind, against any Natural Man or Woman Secured Party.

Aiding and Abetting: Means the efforts of any officer, agent, or representative of the UNITED STATES or officer of the court to assist another of the same to hinder, coerce, restrict, resist, suppress, or deprive in any way, a Natural Man or Woman Secured Party from receiving any and all rights, benefits, privileges, as provided by the Constitution for the United States of America, and/or the Bill of Rights, or that would normally be offered to the general American public, or a Sovereign. This also includes the provisions as provided in item # 18 “**Racketeering**” and suppression of evidence.

Racketeering: Means any attempt by any two or more officers of the corporation to restrict, suppress, coerce,

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

manipulate, inhibit, or in any way deprive a Natural Man or Woman Secured Party from receiving every right, benefit, or privilege that is outlined by the Constitution for the United States of America, and/or the Bill of Rights. This also includes any effort by the officers of the court to hinder in any way the introduction of evidence, law, facts, affidavits, statements, witness testimony, or any information that is considered relevant by the Natural Man or Woman Secured Party, or any attempt to prevent a jury from hearing this evidence. This also includes any attempt to prevent this evidence from being heard in a public forum and before any and all members of the general public, as many as can be accommodated by the main courtroom. All hearings, tribunals, or trials will be held in a public place; and any and all members of the general public will be allowed to attend, without restriction. This also includes questioning and/or interrogation by police officers before, during, and after an arrest.

Federal Zone: Means any land, property, building, area, zone, 911 zone, or postal zone that is presumed to be within the territorial jurisdiction of the “UNITED STATES,” or any of its representatives as defined herein. This does not include any land, property, building, structure, dwelling, area, zone that is held by deed, title, warranty deed, contract, or any written or verbal agreement, or any such thing, by a Natural Man or Woman Secured Party who is located outside of “WASHINGTON, D.C.” proper. All privately held properties, of any type that are being held by any Natural Man or Woman Secured Party are excluded from any federal zone or any jurisdiction of any representatives of the “UNITED STATES” or any of its territories. This is fact and may be presented in any court by affidavit of any Natural Man or Woman Secured Party of interest involved in any interaction of the “UNITED STATES” or any of its representatives, as outlined in this contract.

State: Means any of the fifty areas known as states of the “United States of America” which is not the same as the “UNITED STATES” corporation. These are designated by UPPER CASE spelling vs. Upper and Lower Case spelling of the name of each State. The all UPPER CASE NAME denotes that this STATE is a part of the “UNITED STATES” corporation, whereas the spelling of the Upper and Lower Case Name denotes that it is not a part of the “UNITED STATES.” This will be determined by the Natural Man or Woman Secured Party as a condition of this contract. The Natural Man or Woman Secured Party will also determine whether his State is a part of the jurisdiction of the “UNITED STATES,” or not, and will never be challenged by any representative of the “UNITED STATES.” The Natural Man or Woman Secured Party will determine if the alleged offense occurred within the limits of the “UNITED STATES.” A violation of this provision will be Unlawful Determination and punishable as indicated by this contract agreement.

Trespassing/Trespass: Means the entry into, or onto the domain, property, residence, area, location, grounds, dwellings, buildings, barns, sheds, caves, structures, lands, storage areas, tunnels, automobiles, trucks, safe houses, underground shelters, automobiles, motor vehicles, recreational vehicles, boats, planes, trains, ships, containers, vans, heavy equipment, farm implements, culverts, driveways, trees, yards, real property, real estate, land, etc., of the Natural Man or Woman Secured Party without his express written permission, or without a lawfully executed fourth (4th) amendment warrant, and any and all agents, or representatives of the corporation will fully and completely observe any and all protections as outlined in the Constitution for the United States of America and/or the Bill of Rights. Any personal property that is damaged, lost, stolen, or misplaced, etc., will be recoverable as indicated in this Notice and Demand document. I solemnly swear and affirm that I do not have any illegal

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

contraband on my property; I have never had any illegal contraband on or around my property and never will. Any contraband if it is found on my property will be introduced by the officers or agents during time of trespass. I simply do not allow it on my property. Contraband or illegal items if they are found in a search do not belong to me and may not be used in any attempt in any claim against me. Any and all officers, agents, and representatives of the corporation will be held individually liable for the full amount of damages as outlined in this Notice and Demand document for trespassing.

Natural Man or Woman Secured Party: Means any flesh and blood, living, breathing Man or Woman, created by God, who notifies any representative of the corporation, verbally or in writing, that he is a Sovereign, Non “UNITED STATES” corporate citizen, Freeman or Freewoman, and not subject to the jurisdiction of the corporation or any of its representatives. This is not to be confused with the Fictitious Legal Entity that was created by the state and is represented by an ALL CAPITAL LETTER NAME. Any attempt to notify any officer, agent, and representative, of the status of the Natural Man or Woman Secured Party will be sufficient notice. Sufficient notice will be determined by oath, statement, or affidavit by the Natural Man or Woman Secured Party; and the validity of such will not be challenged by any officer of the court.

County or City: Means any subdivision of any State of the “United States of America.” This term excludes any jurisdiction, zone, or territory of the “UNITED STATES” corporation unless described by the Natural Man or Woman Secured Party in all CAPITAL letters. Any dispute over any errors contained in spelling or grammar will be resolved at the discretion of the Natural Man or Woman Secured Party and will not be challenged by any representative of the corporation.

Agency, Entity, Department, Sub Division, Subsidiary, Contractor, Employee, Inspector, Investigator, Organization, Officer, Agent, Authorized Representative, Policeman, Participant: Means any person, corporation, or entity of any kind, which works for, is compensated all or in part by, receives funds, or collects funds for, contracts with, receives any benefit from, receives any privilege from, participates with, has allegiance to, or in any way has a relationship with, the “UNITED STATES” or any of its subsidiaries, sub- corporations, departments, or agencies, etc.

Contract: Means any agreement in writing that has been offered for review and acceptance by another party wherein the offering party has ten (10) days or more, or as stipulated in the contract, to review and respond, accept or rebut, any provisions of the contract, as indicated in the contract. Non Response on the part of the receiving party or agent of the receiving party will be a lawful offer and acceptance of all the terms and conditions contained in said contract. Rebuttal by the receiving party of any provision of the contract by any other means as is indicated in the contract will be non response. Return of the contract unopened and/or without review will be acceptance of all conditions of said contract. Recording the contract with the clerk of court or any public records officer will be a lawful offer and notification and will be presentment to all officers of the court in that state or county. Notice to Agent is Notice to the Principal and Notice to the Principal is notice to the Agent.

False Imprisonment: Means any attempt by any officer of the court or corporation to incarcerate any Natural Man or Woman Secured Party against his will and/or against any and all protections of the laws and provisions of the

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

“Constitution for the United States of America” and/or the Honorable “Bill of Rights.”

Representative: Means any agent, agency, department, officer, investigator, entity, subsidiary, subcorporation, contractor, employee, inspector, individual or corporation that has any affiliation, association, collects or distributes funds for, does any task for, receives any benefit or privilege from, etc., of or for the “UNITED STATES” or anyone, or anything that represents the interests of, or is being funded by, or receives funds from, or has any attachment to the “UNITED STATES” or any of its sub divisions or sub-corporations.

Corporation: Means any representative, agency, sub-corporation, contractor, or any person or entity that is employed by, receives or distributes funds for, receives any benefit or privilege from, or has any relationship of any kind with the “UNITED STATES” corporation.

Interpretation: Means if any conflict arises concerning the definition of any of the terms and or conditions of this contract, the conflict concerning the meaning of the term or condition will be decided by the Natural Man or Woman Secured Party. His decision will be final and not subject to review or argument. No liability or penalty will be incurred by the Natural Man or Woman Secured Party due to his interpretation of such terms and or conditions.

Corporate Capacity: Means acting for, or on behalf of, a corporation, or government entity, while under law or color of law.

Legal Counsel: Means anyone that a Natural Man or Woman Secured Party chooses to have as legal assistance of counsel, whether counsel is licensed or not, or members of the Bar Association. Counsel may assist, represent, speak on behalf of, write cases for, or perform any act in or out of court for the Natural Man or Woman Secured party without any hindrance, threat, prosecution, charge, repercussion from any officer of the court, or representative of the “UNITED STATES” corporation, or any representative, officer, or agent thereof.

Abuse of Authority: Means anyone who denies, withholds, refuses, deprives, limits, inhibits, counteracts, conceals, any right, benefit, protections, or privilege, as protected by the “Constitution for the United States of America” and/or the Honorable “Bill of Rights.” This includes arrest or detainment without documented evidence that a lawful crime has been committed by the Natural Man or Woman Secured Party. This includes use of restraint devices on a Natural Man or Woman Secured Party and/or physical abuse that makes any marks, scars, cuts, abrasions, or the like. This also includes denial of lawful Due Process, Habeas Corpus, Excessive Bail, Unlawful Arrest, Unlawful Detention, or the like, as outlined in this contract.

Verbal Abuse: Means the use of offensive, and /or threatening verbal words, body language, and non verbal gestures or actions by any representative of the corporation, as defined herein, upon a Natural Man or Woman Secured Party. If a controversy arises about an incident, the version told by the Natural Man or Woman Secured Party will be accepted as truth and will not be contested.

Assault and Battery with Weapon: Means any use of, threatened, or perceived use of any weapon, against me or mine, by any representative of the “UNITED STATES” corporation that creates an atmosphere of fear for the Natural Man

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

or Woman Secured Party. This includes non lethal weapons, such as tazers, stun guns, mace, pepper spray, any chemical used to incapacitate, rubber bullets, shock force weapons, electronic weapon or any other type of weapon that may be used to control or to create fear. If a conflict arises about the events, the version told by the Natural Man or Woman Secured Party will be accepted as truth and will not be contested.

Unfounded Accusations: Means any accusation, charge, or claim, civil or criminal, or in admiralty that is alleged or made by any representative of the “UNITED STATES” corporation, as defined herein, that is not proven by written documented evidence presented under oath and penalty of perjury by an authorized agent or representative of the corporation. The accuser has eight (8) hours to provide said documents to be reviewed and in possession of the Natural Man or Woman Secured Party; and failure to do so will be unfounded accusations and subject to the penalties contained herein.

Encroachment: Means to invade, intrude, or in any way prevent a Natural Man or Woman Secured Party the full and complete use of property, including trespass, impeding ingress or egress to the property of a Natural Man or Woman Secured Party, to limit the ability of a Natural Man or Woman Secured Party to freely access, claim, hold, possess, use, convey, sell, rent, lease, barter, exchange, or in any way make full and unfettered use of his property. This includes the application of unlawful liens and encumbrances of any and all property including wages, salaries, stocks, bonds, bank accounts (foreign or domestic), savings accounts, contents of safety deposit boxes, gold, silver, notes, insurance funds, annuities, retirement accounts, social security benefits, motor vehicles, automobiles, recreational vehicles, land, real estate, homes, structures, roads, driveways, personal property of any kind that is held by title, deed, contract, agreement (written or verbal), or is in possession of a Natural Man or Woman Secured Party. This includes, but is not limited to, traffic stops, searches of vehicles, home invasion, confiscation of any lawful property owned by, in possession of, or under the control of the Natural Man or Woman Secured Party.

Assault and Battery without a Weapon: Means the verbal abuse or physical contact, of any kind, upon a Natural Man or Woman Secured Party without their express voluntary written consent. If a conflict arises about the facts involving the incident, the version as told by the Natural Man or Woman Secured Party will be accepted as truth, without question, and will not be contested.

Abuse of Due Process: Means any action against a Natural Man or Woman Secured Party, when said action does not abide by all the rights and defenses contained in or represented by the “Constitution for the United States of America” and/or the Honorable “Bill of Rights.” This includes any charge, or claim, civil or criminal, or in admiralty, that is alleged or made by any representative of the “UNITED STATES” corporation.

Denial of Due Process: Means any attempt by any officer of the court and or corporation to deny, deprive, restrict, prevent, or in any way inhibit the proper Due Process to any Natural Man or Woman Secured Party as outlined in the “Constitution for the United States of America” and/or the Honorable “Bill of Rights.” Any public law, statute, regulation, ordinance, home rule, etc., that is incompatible with the aforementioned Constitution and/or Honorable “Bill of Rights” is null and void and will not be used in any action against any Natural Man or Woman Secured Party.

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”. DEFINITIONS

Unlawful Detainer: Means any attempt by any officer of the court or representative of the corporation to arrest, check, hinder, delay, possess, hold, keep in custody, restrain, retard, stop, withhold a Natural Man or Woman Secured Party without affording him every protection as outlined by the “Constitution for the United States of America” and/or the Honorable “Bill of Rights.” Any public law, statute, regulation, ordinance or the like will be null and void and will not be used in any action in which a Natural Man or Woman Secured Party is involved.

Reckless Endangerment: Means any attempt by any officer of the court or corporation, as defined herein, to endanger, attempt, or threaten to attempt to endanger the life or property of any Natural Man or Woman Secured Party. This includes dangerous driving in a car, use or threatened use of lethal or non lethal weapons or chemicals, improper use of restraint devices, use of restraint devices on a non-combative Natural Man or Woman Secured Party. If a conflict arises as to whether or not reckless endangerment has occurred, the version of the Natural Man or Woman Secured Party will be considered as truth.

Failure to Respond: Means any attempt by any officer or representative of the corporation to ignore, inhibit, withhold, delay, or deny a request for information from a Natural Man or Woman Secured Party.

Failure to Charge within Forty Eight (48) Hours: Means any attempt by any officer or representative of a corporation to delay, inhibit, prevent, or in any way stop a Natural Man or Woman Secured Party from being lawfully charged by the court within forty eight (48) hours of arrest.

Failure to Identify: Means any time a Natural Man or Woman Secured Party has interaction with any officer or representative of the court or corporation, the officer or representative must, upon request of the Natural Man or Woman Secured Party, provide proper identification, written proof of authority, state what his business is with the Natural Man or Woman Secured Party, complete a public servants questionnaire in advance of arrest or detention, provide documentation properly identifying the officer or respondeat superior's name and contact information, and any other relevant information as requested by the Natural Man or Woman Secured Party. The officer may not detain the Natural Man or Woman Secured Party for more than ten (10) minutes while he obtains this information.

Counterfeiting Statute Staple Securities Instruments: Means any attempt by any officer or representative of a corporation to copy, duplicate, replicate any document that has “Statute Staple Securities Agreement” typed, printed, or hand written anywhere on the document, without the express written voluntary permission of the document's owner who is the Natural Man or Woman Secured Party who filed said document in the public record, or is in possession of said document, or who is the maker of said document. If a dispute about permission to duplicate arises, the statements of the Natural Man or Woman Secured Party will be accepted as fact without question and will not be contested.

Coercion or Attempt to Coerce: Means any attempt by any officer or representative of a corporation to threaten, intimidate, deprive, conceal, or in any way prevent a Natural Man or Woman Secured Party from receiving and/or enjoying any right, or privilege that is granted, outlined, or secured by the “Constitution for the United States of America” and/or the Honorable “Bill of Rights”, or allow another to do so.

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

- Purchase Price:** Means the new replacement costs of items of property at the time of replacement. This includes locating, packing, shipping, handling, delivery, set up, installation, and any other fee associated with total replacement of property.
- Destruction of Property:** Means any alteration, damage, deprivation, defacing, removing, changing, breaking, separating, removing parts from, erasing of files from, throwing, shooting, kicking, stomping, smashing, crushing, or the like of any property belonging to or in possession of the Natural Man or Woman Secured Party.
- Deprivation of Rights or Property:** Means the concealment, keeping from, hiding, obstructing of any rights, property, or privileges that are outlined or protected by the “Constitution for the United States of America” and/or the Honorable “Bill of Rights.”
- Concealment:** Means withholding or keeping information, that should normally be revealed, about property and/or rights from a Natural Man or Woman Secured Party. This includes keeping evidence or law from a jury that could favorably alter the outcome of a case to the benefit of the Natural Man or Woman Secured Party. No officer of any court or representative of any corporation may conceal any law and/or any evidence of any kind that is considered relevant by the Natural Man or Woman Secured Party, and/or fail to disclose any law that benefits the Natural Man or Woman Secured Party.
- Defacing:** Means the changing or altering the appearance of an item. This also includes changing or altering the meaning of laws, rights, property, documents, or any other thing that has value as determined by the Natural Man or Woman Secured Party.
- Constitution:** Means, for the purpose of this contract, “The Constitution for the United States of America” circa 1791, as opposed to the “Constitution of the UNITED STATES” corporation circa 1868.
- Bill of Rights:** Means, for the purposes of this contract, the original “Bill of Rights” circa 1791.
- Rights and Defenses:** Means one’s legal and/or lawful right and/or ability to defend himself/herself in any action. Upon agreement, the defendant in an action may give up his right to defend himself/herself in a given action. This includes tacit agreement or agreement by default; and the Natural Man or Woman Secured Party is never the defendant.
- Willingly:** Means that a Natural Man or Woman Secured Party is in full knowledge, understanding, agreement, and full consent, at all times, without fear of reprisal, threat, or coercion, during any interaction in which he is involved with any agent, officer, or representative of any court or corporation, including incorporated governments.
- Individual Capacity:** Means acting on one's behalf to do a thing. The officer, representative, agent, or the like may be acting under law or color of law and go outside of the capacity of the law and take on a personal liability.
- Artificial Person:** Means a fictitious entity that was created by the state for transacting commerce. This artificial Man

LEGAL NOTICE AND DEMAND – ATTACHMENT “B”, DEFINITIONS

Disrespect: Means anything said or written to me, about me or mine that I do not like, including body language, or anything that makes me or any reasonable man uncomfortable, or have fear,

The Placing or Filing of an Unlawful Lien, Levy, Garnishment, or Attachment: Means any attempt by any officer, agent, or representative of a corporation to place a lien, levy, garnishment, or attachment on the property or collateral of a Natural Man or Woman Secured Party, hereinafter referred to as Secured Party. Any said officer, agent, or representative, must first prove his authority to do so by lawfully documented evidence, furnishing all documents, forms, and papers as necessary to prove his authority to do so to a neutral Three (3) Notary Panel, hereinafter referred to as The Panel, selected by the Secured Party. Said officer, agent, or representative must guarantee in writing that the officer, agent, or representative signing said documents will be personally liable for any damage(s) due to his unlawful and/or illegal actions. He must supply bonds or other lawful funds to be held in trust by The Panel until The Panel determines if any actions of the officer, agent, or representative have violated any laws or caused damage to the Secured Party. The Panel will have the sole power to determine if any damage(s) has occurred and will release the funds according to The Panel's adjudication. The decision of The Panel will be final with no recourse. The surety bonds and/or funds held in escrow by The Panel must be at least four (4) times the estimated value of the property that is lienied, levied, garnished, or attached. The assessment of value will be recorded via affidavit by the Secured Party and delivered to The Panel. The Panel's determination and the assessment thereof will be accepted as truth without question or recourse. Said officer, agent, or representative agrees to surrender, including, but not limited to, any and all surety bonds, public and/or corporate insurance policies, CAFRA funds, or corporate property as needed to satisfy any and all claims and/or assessments as filed against said officer, agent, or representative by the Secured Party. Said officer, agent, or representative agrees that any and all property or collateral with a current or existing lien will remain in the custody and control of the Secured Party until such time as a determination has been made by a jury of twelve of the Peers as defined herein. In the event that a jury of twelve of the Peers cannot be convened or has not been convened within sixty (60) days from the date of the order of the lien, levy, attachment, or garnishment, any action against the Secured Party shall be dismissed with prejudice; and every lien, levy, attachment, or garnishment shall be released within ten (10) days and all property rights restored, unencumbered. The officer, agent, or representative who has authorized said lien, levy, attachment, or garnishment agrees to surrender any and all surety bonds, public and/or corporate insurance policies, CAFRA funds, or corporate property as needed to satisfy any and all claims and/or assessments as filed against said officer, agent, or representative, the Secured Party (§15).

Peers: Means the same as the definition of a Natural Man or Woman Secured Party.

Ignore: Means to refuse or in any way to deny a lawful request for an officer to complete legal documents that will provide information when requested by the Natural Man or Woman Secured Party.

Natural Man or Woman: Means a flesh and blood, living, breathing, biological man or woman, created by God, as represented by the Upper and Lower Case Name, including "Natural Man or Woman," or "Real Man," or "Real Woman," or "Real Man/Woman." This is not to be confused with the Fictitious Legal Entity that was created by the STATE that is represented by the All Capital Letter Name.

Page 1 of 1

I, Alvida Gonzales, a Notary Republic for Pennsylvania state, I am over the age of twenty-one, and not a party to the within action. I hereby certify, declare, or otherwise affirm that, on behalf of Albert Upshur, Beneficiary & Director, I have caused to be served on the following party:

PHILADELPHIA, PENNSYLVANIA 19106-1797

from a United States Post Office, via Registered Mail # RB002736963US, with postage fully prepaid, on this day of 2012

My Commission Expires / /

June 1, 2012

From: Albert-William: Upshur
(Indigenous name): (Surname)
Submittal Party for the Plaintiff
Phone: (267)-601-5852

To: Clerk of Court
of the Eastern District of Pennsylvania District Court
For the Circuit Court of the United States.

Subject: Filing for the CIRCUIT COURT OF THE UNITED STATES.

Clerk of Court,

I am one of the "People of the United States", I am acting in peace and I am presenting a package to be processed and filed in the Correct Venue and Jurisdiction; under the Venue of "We the People of the United States" per the Constitution for the United States and under the Jurisdiction of the Circuit Court of the United States, as a protected Right of a Citizen of the United States of America.

Under this venue and jurisdiction there are no forms required per the Constitution and no fees are required because presently the living citizen of the United States is in a state of being insolvent.

Supreme Court Justice J. Curtis Joyner, has also been faxed a copy to insure that this is properly filed, as it is under my secured or protected Rights per the Constitution and laws of the United States.

Thank you for your time and service.

Submitted and signed by the Plaintiff:
Signed the 1st day of June, 2012

By: Albert-William: Upshur
Albert-William: Upshur, sui juris
(Indigenous name): (Surname)

(Signed and sealed by Plaintiff)

